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**Request for City Council Committee Action
From the City Attorney's Office**

Date: June 19, 2003
To: Ways & Means/Budget Committee
Referral to:

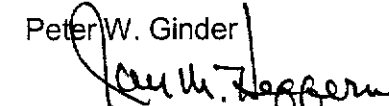
Subject: Amendment to Master Legal Services Agreement Contract # 016927

Recommendation: That the City Attorney be authorized to enter into an amendment to the Master Legal Services Contract # 016927 between the City of Minneapolis and Greene Espel P.L.L.P. to allow total compensation paid under that contract to exceed \$100,000 per year.

Previous Directives:

Prepared by: Peter W. Ginder

Phone: 673-2478

Approved by: 
Jay M. Heffern
City Attorney

Presenter in Committee: Jay M. Heffern, City Attorney

Financial Impact (Check those that apply)

- ☒ No financial impact - or - Action is within current department budget.
(If checked, go directly to Background/Supporting Information)
- ☐ Action requires an appropriation increase to the Capital Budget
- ☐ Action requires an appropriation increase to the Operating Budget
- ☐ Action provides increased revenue for appropriation increase
- ☐ Action requires use of contingency or reserves
- ☐ Other financial impact (Explain):
- ☐ Request provided to the Budget Office when provided to the Committee Coordinator

Community Impact:

Neighborhood Notification
City Goals:
Comprehensive Plan
Zoning Code
Other

Background/Supporting Information

On or about April 20, 2001, the City and Greene Espel entered into a Master Legal Services Agreement, contract # 016927, which covered a period of three years from January 1, 2001 through December 31, 2003. In part, the master agreement provided that the "[I]n no case shall the total compensation paid under this Agreement, including any reimbursable expenses, exceed \$100,000 per year." On May 24, 2002, a first

amendment to this Master Services Agreement was entered into which expanded the "scope of services" portion of the master agreement to include providing for the representation of the City of Minneapolis in the litigation, Johnson Lee et al. v. the City of Minneapolis. The first amendment also made modifications to the compensation rate. The defense of the Johnson Lee et al. lawsuit likely will cause the total compensation rate under the agreement to exceed \$100,000 per year. It is necessary, therefore, to establish a second amendment to the master legal services contract to provide that total compensation under the master agreement, including reimbursable expenses, may exceed \$100,000 per year in order to properly defend the above-referenced action.